

EXHIBIT 112

WY Department of Health (Roxanne Homar) - Vol. II

December 3, 2008

Cheyenne, WY

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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MASSACHUSETTS

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In re: PHARMACEUTICAL INDUSTRY) MDL No. 1456
AVERAGE WHOLESALE PRICE) Master File No.
LITIGATION) 01-CV-12257-PBS

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United States of America ex rel.) Hon. Patti B. Saris
Ven-A-Care of the Florida Keys,)
Inc., et al. v. Dey, Inc., et) 30(b)(6) VIDEO
al., Civil Action No.) DEPOSITION OF
05-11084-PBS, and United States) NONPARTY STATE OF
of America ex rel. Ven-A-Care of) WYOMING DEPARTMENT
the Florida Keys, Inc., et al.) OF HEALTH by and
v. Boehringer Ingelheim Corp.,) through ROXANNE
et al., Civil Action No.) HOMAR
07-10248-PBS, and U.S. ex rel.)
Ven-A-Care of the Florida Keys,) VOLUME II
Inc., v. Abbott Laboratories,) DECEMBER 3, 2008
Inc., Nos. 06-CV-11337-PBS and) CHEYENNE, WYOMING
07-CV-11618-PBS)

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1 Pursuant to Notice and the Federal Rules 2 of Civil Procedure, the 30(b)(6) deposition of 3 NONPARTY STATE OF WYOMING DEPARTMENT OF HEALTH, by 4 and through ROXANNE HOMAR, Volume II, taken by 5 Defendants, was held at 9:09 a.m., on Wednesday, 6 December 3, 2008, at 2800 W. Lincolnway, Cheyenne, 7 Wyoming, before Jason T. Meadors, Registered 8 Professional Reporter, Certified Realtime Reporter, 9 and Notary Public for the State of Colorado. 10 11 12 13 14 15 16 17 18 19 20 21 22	1 A P P E A R A N C E S : (CONTINUED) 2 3 For Defendants Dey, Inc., Dey, L.P., Inc., and 4 Dey, L.P. 5 6 Lisa Khandhar, Esq. 7 Kelley Drye & Warren, LLP 8 101 Park Avenue 9 New York, NY 10178 10 (212) 808-7800 11 12 13 For Defendant Abbott Laboratories, Inc. 14 (By phone) 15 16 Tara A. Fumerton, Esq. 17 Jones Day 18 77 West Wacker Drive 19 Chicago, IL 60601 20 (312) 269-4335 21 22 (CONTINUED)
Page 373	Page 375
1 A P P E A R A N C E S : 2 3 For Plaintiff-Relator Ven-A-Care of the Florida 4 Keys, Inc. 5 6 Susan Schneider Thomas, Esq. 7 Berger & Montague, P.C. 8 1622 Locust Street 9 Philadelphia, PA 19103 10 (215) 875-3000 11 12 For Defendants Boehringer Ingelheim Corp., 13 Boehringer Ingelheim Pharmaceuticals, Inc., 14 Boehringer Ingelheim Roxane, Inc., and Roxane 15 Laboratories, Inc. 16 17 Miriam Lieberman, Esq. 18 Kirkland & Ellis, LLP 19 200 East Randolph Drive 20 Chicago, IL 60601 21 (312) 861-2000 22	1 A P P E A R A N C E S : (CONTINUED) 2 3 For State of Wyoming Medicaid and Roxanne Homar 4 5 K. Shaun Wilkerson, Esq. 6 State of Wyoming 7 Attorney General's Office 8 123 Capitol Bldg. 9 Cheyenne, WY 82002 10 (307) 777-3730 11 12 13 Also present: 14 15 Jennifer Kemper, Videographer 16 17 18 19 20 21 22

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		Page 376		Page 378
1	I N D E X			
2	WITNESS: ROXANNE HOMAR	PAGE		
3	Examination by Ms. Thomas.....	378, 546		1 entities affiliated with Boehringer Ingelheim
4	Examination by Ms. Lieberman.....	473		2 Corporation.
5	Examination by Ms. Khandhar.....	495		3 MS. KHANDHAR: This is Lisa Khandhar
6	Examination by Ms. Fumerton.....	504		4 with Kelley, Drye & Warren, representing the Dey
7				5 defendants.
8	PLAINTIFF'S EXHIBITS			6 MS. WILKERSON: This is Shaun
9	NUMBER	DESCRIPTION	PAGE	7 Wilkerson, representing Wyoming Medicaid.
10	Exhibit Plaintiffs-WY 001 - Methodology Table..		405	8 MS. THOMAS: Susan Schneider Thomas,
11	Exhibit Plaintiffs-WY 002 - Page of Report.....		450	9 representing Ven-A-Care of the Florida Keys.
12	Exhibit Plaintiffs-WY 003 - WY00000870 to 871..		450	10 Tara?
13	Exhibit Plaintiffs-WY 004 - Vancomycin Table...		466	11 MS. FUMERTON: Tara Fumerton, from
14				12 Jones Day, representing Abbott Laboratories, Inc.
15	R O X A N E E X H I B I T S			13
16	NUMBER	DESCRIPTION	PAGE	14 EXAMINATION
17	Exhibit Roxane-WY 020 - Survey of Costs.....		475	15 BY MS. THOMAS:
18				16 Q. Ms. Homar, you understand that you are
19	A B B O T T E X H I B I T S			17 still under oath in this proceeding?
20	NUMBER	DESCRIPTION	PAGE	18 A. Yes.
21	Exhibit Abbott-WY 003 - July 11, 1996, Memo....		517	19 Q. All right. Just as a matter of
22	Exhibit Abbott-WY 004 - August 4, 1997, Memo...		517	20 background, the single State agency that is
				21 appointed in Wyoming to administer the Medicaid
				22 program is what, please?
		Page 377		Page 379
1	P R O C E E D I N G S			
2				1 A. The Department of Health.
3	VIDEOGRAPHER: This is the videotape			2 Q. Okay. And the particular office that
4	deposition of Roxanne Homar, taken in the matter			3 does the program administration?
5	of United States of America ex rel. Ven-A-Care of			4 A. The Office of Health Care Financing.
6	the Florida Keys, Incorporated, et al., versus			5 Q. And the office of Medicaid is what?
7	Dey, Incorporated, et al., Civil Action Number			6 A. One of the offices under the Office of
8	05-11084-PBS, and the United States of America ex			7 Health Care Financing, along with our Office of
9	rel. Ven-A-Care of the Florida Keys,			8 Pharmacy Services.
10	Incorporated, et al., versus Boehringer Ingelheim			9 Q. Now, in addition to reining in prices
11	Corp., et al., Civil Action Number 07-10248-PBS -			10 for pharmaceuticals as one of the jobs that you
12	- excuse me -- taken on December 3rd, 2008, at			11 pursue, how else do you attempt to -- or does the
13	9:09 a.m., taken at the Little America in			12 Wyoming Medicaid program attempt to manage its
14	Cheyenne, Wyoming.			13 pharmaceutical budget?
15	The court reporter is Jason Meadors,			14 MS. LIEBERMAN: Objection.
16	and the videographer is Jennifer Kemper, for			15 A. We have a whole number of tactics or
17	Henderson Legal Services.			16 types of programs that we do. It's kind of like
18	Counsel, please introduce yourselves			17 the spokes on a wheel. I guess I would say we
19	and state your appearances.			18 have a prior authorization program associated
20	MS. LIEBERMAN: This is Miriam			19 with our preferred drug list. We have things
21	Lieberman with Kirkland & Ellis, representing			20 regarding reimbursement. We have utilization
22	Roxane Laboratories, Inc., and certain other			21 programs that look at not only -- we have drug
				22 utilization review, and through that, we have

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<p>1 know there aren't the broad swings in -- in the 2 difference between the acquisition and the 3 published AWP.</p> <p>4 Q. So Wyoming knows that AWP, even for 5 branded drugs, does not represent an actual 6 average of prices but instead represents some 7 published price that is higher than the actual 8 average prices paid by providers; is that 9 correct?</p> <p>10 MS. THOMAS: Objection to form. 11 A. I'll need you to repeat that question. 12 MS. FUMERTON: Could you please read 13 back the question? The court reporter? 14 (Last question read.) 15 A. You're not stating a correct statement, 16 in my opinion. There is a -- a ceiling that is 17 recognized with AWP in relation to brand name 18 drugs. That same ceiling does not hold in 19 reference to generic drugs.</p> <p>20 Q. (By Ms. Fumerton) What is the ceiling 21 that's -- that you're referring to with respect 22 to branded drugs?</p>	<p>1 discounted a certain amount off of AWP for its 2 reimbursement, correct? 3 A. Yes, that is correct. 4 Q. And Wyoming did that because it 5 understood that AWP, the published AWP, did not 6 actually represent the prices that were being 7 paid by providers; is that correct? 8 MS. THOMAS: Objection to form. 9 MS. WILKERSON: Objection. 10 A. We understood it to represent an 11 average. 12 Q. (By Ms. Fumerton) So you understood 13 that AWP represented an average price and that 14 Wyoming, by discounting it by 4 percent, intended 15 to reimburse providers, on average, of 4 percent 16 below their cost for ingredients, for the cost of 17 the drug? 18 A. That reference of discounting it off 4 19 percent, I don't think, ever represented a cost 20 for the drug. It was the -- the discount was off 21 the average wholesale price. If it was off -- if 22 you're saying cost to the pharmacies -- that's</p>
<p style="text-align: center;">Page 509</p> <p>1 A. It is recognized that there aren't 2 broad swings in the difference between 3 acquisition costs and published AWP and brand 4 name drugs. 5 Q. But you do recognize for even branded 6 drugs that AWP is higher than the acquisition 7 cost providers, correct? 8 MS. THOMAS: Objection to form. 9 A. Generally, I think I answered that 10 question yes. 11 Q. (By Ms. Fumerton) When did you first 12 become aware that AWP, the published AWP, was 13 higher than acquisition costs for branded drugs? 14 MS. THOMAS: Objection to form. 15 A. I don't have a particular time, but I 16 know I became aware of it. Again, it was an 17 evolutionary process trying to figure out and 18 understand the complicated world of pricing, as 19 driven by manufacturers. 20 Q. (By Ms. Fumerton) Well, Wyoming 21 Medicaid, at least for the time period of 1991 to 22 the present, to your knowledge, has always</p>	<p style="text-align: center;">Page 511</p> <p>1 what I understood you to say. Is that what you 2 meant? 3 Q. Right. And that's -- and you said 4 there's a difference, because average wholesale 5 price has never represented the actual average 6 wholesale price to that provider to pay, correct? 7 A. You have to speak about it in different 8 terms between brands and generics. 9 Q. Well, I thought we just established 10 that for -- even for branded drugs, that you 11 expected that AWP would be higher than the 12 average price that was being paid by a provider. 13 A. Right, with a ceiling. We didn't see 14 that same thing in generics. We saw broad swings 15 in generics. 16 Q. But AWP has always, in your view, 17 represented a price that was going to be higher 18 than the price that was paid by providers, 19 correct? 20 A. To some degree. And with wide 21 variation. 22 Q. Now, are you familiar with the fact</p>